

COPY

June 18, 1957

American Pipe and Construction Company
518 N. E. Columbia Boulevard
Portland, Oregon

Re: Contract No. 267 for Construction
of Steel Grain Storage Tanks at
Terminal No. 4, Portland, Oregon

Attention: Mr. John Silliman
District Manager

Gentlemen:

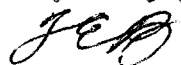
A recent inspection of the grain tanks at Terminal No. 4 shows that the Socony white paint is flaking off on all the tanks. The degree of failure varies with all the tanks from a very nominal amount to a major portion of the roof on one of the tanks.

On Page 14 of your contract under paragraph (AI) Defects, it states that the contractor shall make good without cost to the City any defects due to failures in material or workmanship that may appear in the work or any portion thereof for the term of one year after the issuance of the final certificate of acceptance. The final certificate of acceptance on this contract was September 17, 1956 and we wish to go on record at this time of bringing this paint defect to your attention.

We, as yet, do not know the exact cause of this paint defect and are trying to investigate possible reasons for failure. I would appreciate an early appointment with someone in your organization to go over these tanks with them and see if some cause can be established.

I would like to attend to this matter soon so that if it needs to be repainted at this time we may take advantage of the summer weather ahead of us.

Very truly yours,



Thane E. Brown
Chief Engineer

TSB:bw

cc: Mr. Harry N. Starr, Jr.
Mr. A. W. Binns
Mr. C. E. Jacobs

T4T900000291

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the City of Portland, by and through its Commission of Public Docks, owns and maintains docks and other facilities comprising Terminal No. 4 in said City of Portland, Multnomah County, Oregon, and also owns and maintains railroad tracks upon and within said Terminal 4; and

file → WHEREAS, said Terminal 4 adjoins and the tracks thereon connect with the St. Johns Branch line of Oregon-Washington Railroad & Navigation Company, a corporation, and its lessee, Union Pacific Railroad Company, a corporation, and railroad cars are moved to and from said Terminal 4 over and by means of said branch line; and

WHEREAS, it is in the public interest that an additional track connection be established between said Terminal 4 and said branch line in the location hereinafter described, which track connection will be located in part on the property of said railroad companies and in part on said Terminal 4;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to it paid, receipt whereof is hereby acknowledged, the CITY OF PORTLAND, by and through its Commission of Public Docks, hereby grants to OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, an Oregon corporation, and its lessee, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, their successors and assigns, the right to construct, maintain and operate one standard-gauge railroad track and the appurtenances thereof upon and along the following described real property (constituting a part of said Terminal No. 4) situated in the City of Portland, County of Multnomah, State of Oregon:

A strip of land 19 feet wide situate in the James Loomis Donation Land Claim in the E $\frac{1}{2}$ of Section 2, Township 1 North, Range 1 West of the Willamette Meridian, in Multnomah County, Oregon, extending northwesterly from the westerly right of way line of the Oregon-Washington Railroad & Navigation Company which is parallel with and 25 feet southwesterly from the center line of the main track of the St. Johns Branch of said

Railroad Company as now constructed, said strip being 9.5 feet in width on each side of the center line of proposed track of said Railroad Company described as follows, to wit:

Commencing at a point in said center line of main track that is 2178.7 feet, more or less, distant northwesterly, measured along said center line of main track, from the southerly line of said James Loomis Donation Land Claim;

thence northwesterly through a No. 9 turnout to the left, having a frog angle of $6^{\circ} 22'$, a distance of 82.4 feet;

thence northwesterly along a curve to the left, having a radius of 764.49 feet, a distance of 77.6 feet;

thence northwesterly along a straight line tangent to the end of the last described curve a distance of 30 feet to a point in the westerly right of way line of said Railroad Company, which point is the true point of beginning of this description;

thence continuing northwesterly along the last described straight line produced a distance of 93.5 feet;

12° 30' → thence northwesterly along a curve to the right, having a radius of 459.28 feet, a distance of 290.8 feet;

thence northerly along a straight line tangent to the end of the last described curve a distance of 5.6 feet, more or less, to the heel of frog in turnout connection with Port trackage.

Together with the right to connect the aforesaid track with the railroad track or tracks of the grantor; provided that the grantees at their own expense will relocate said track if and when requested in writing to do so by the grantor.

In the event this track is not in use for a period of one year, the grantor shall have the option of requiring grantees to remove said track and all rights under this contract agreement shall be terminated.

The railroad track hereby authorized and all appurtenances thereof shall be and remain the property of said Oregon-Washington Railroad & Navigation Company, its successors and assigns, and may be removed in whole or in part by said company, its successors or assigns, or said lessee, at their pleasure.

The rights hereby granted shall be and are subject to any and all prior outstanding and superior rights, including those reserved in deed recorded in Book 843, page 148, deed records of Multnomah County, Oregon, and including right of way for any pipe lines and/or wire lines now located upon or across the above-described real property.

This instrument conveys only the right to use said property for the purposes hereinbefore described; and the grantor reserves the right to use said property for any and all purposes not inconsistent with the rights hereby granted.

TO HAVE AND TO HOLD the rights hereby granted unto the grantees, their successors and assigns, subject to the terms, provisions and conditions aforesaid.

IN WITNESS WHEREOF, the grantor has executed this instrument and caused its official seal to be hereunto affixed as of the ~~4~~ day of November, 1957.

CITY OF PORTLAND, by its
Commission of Public Docks

By

B. L. Cooper
Chairman

Attest:

R. H. Patten
Acting Secretary

STATE OF OREGON)
County of Multnomah:) ss.

Subscribed and sworn to before me this ^{5th} day of November, 1957.

APPROVED AS TO FORM

Thomas J. White
COUNSEL FOR THE COMMISSION OF PUBLIC DOCKS

W. B. Smith
Notary Public for Oregon
My commission expires: 12/8/58

J. E. B.